

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Amended And Restated Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARIBOU COFFE COMPANY		08/04/2004	CORPORATION: MINNESOTA

## RECEIVING PARTY DATA

Name:	ARABICA FUNDING, INC.
Street Address:	c/o Global Securitization Services, LLC
Internal Address:	445 Broad Hollow Road, Suite 239
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2621237	'BOU BUCKS
Registration Number:	2702490	CARAMEL HIGH RISE
Registration Number:	2563579	CARIBOU COFFEE
Registration Number:	2609319	CARIBOU COFFEE
Registration Number:	2703741	CARIBOU COFFEE
Registration Number:	1839091	CARIBOU COFFEE
Registration Number:	2540265	CARIBOU COFFEE
Registration Number:	2609338	CARIBOU COFFEE
Registration Number:	2703747	CARIBOU COFFEE
Registration Number:	1841047	CARIBOU COFFEE
Registration Number:	2702489	DEPTH CHARGE
Registration Number:	2536350	
Registration Number:	2552455	
Registration Number:	2609320	

TRADEMARK

REEL: 002915 FRAME: 0490

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Registration Number:	2588045	
Registration Number:	2536349	
Registration Number:	2702491	HOT APPLE BLAST
Registration Number:	2000062	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2008379	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2702488	LITE WHITE BERRY
Registration Number:	2702487	MINT CONDITION
Registration Number:	2624819	REINDEER BLEND
Registration Number:	2828908	REINDEER NIBBLERS
Serial Number:	78380483	CARIBOU CARD
Serial Number:	78425658	LIFE IS SHORT. STAY AWAKE FOR IT.
Serial Number:	76523398	PERENNIAL SPRING BLEND
Serial Number:	78350791	THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME
Serial Number:	78350798	THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME
Serial Number:	78350784	THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME

#### CORRESPONDENCE DATA

Fax Number: (617)439-4170  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-439-4444  
 Email: trademark@EdwardsAngell.com  
 Correspondent Name: Edwards & Angell, LLP  
 Address Line 1: 101 Federal Street, P.O. Box 55874  
 Address Line 4: Boston, MASSACHUSETTS 02205

ATTORNEY DOCKET NUMBER:	FLEET/ARABICA-EMA
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NAME OF SUBMITTER:	Christine C. O'Day (Reg. No. 38,256)
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Total Attachments: 11  
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## SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 4, 2004 is made between CARIBOU COFFEE COMPANY, INC., a Minnesota corporation (the "Company") and the other signatories hereto (together with any other Person that becomes a party hereto as provided in the Company Guarantee and Security Agreement (collectively and individually with the Company, the "Grantor")), and ARABICA FUNDING, INC., a Delaware corporation (the "Secured Party").

### WITNESSETH:

WHEREAS, the Grantor has executed and delivered a Company Guarantee and Security Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Grantor Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, Grantor and Secured Party are parties to that certain Security Agreement (Trademarks) dated as of April 25, 2001 (the "Original Agreement") and have amended and restated the Original Agreement by entering into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Secured Party, and hereby grants to the Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the

foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

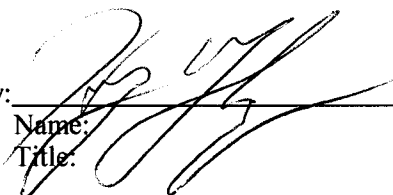
Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CARIBOU HOLDING COMPANY LIMITED

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CARIBOU COFFEE COMPANY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CARIBOU ON PIEDMONT, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CARIBOU ACQUISITION COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARABICA FUNDING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF New York )

COUNTY OF New York )

: SS.:

On this 29<sup>th</sup> day of June, 2004, before me personally came HENRY THO MASON to me known, who, being duly sworn, did depose and say that he/she is a VICE PRESIDENT of each Grantor Holding which executed the within instrument; and that he/she signed his/her name thereto by authority of the board of directors of each Grantor.

Rose Bellantuono  
Notary Public

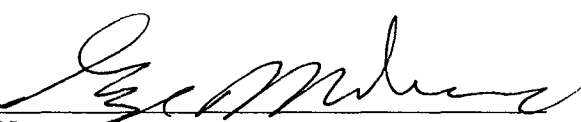
ROSE BELLANTUONO  
Notary Public, State of New York  
No. 01BE5034998  
Qualified in Richmond County  
Commission Expires Oct. 24, 2006

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


CARIBOU HOLDING COMPANY LIMITED

By: \_\_\_\_\_  
Name:  
Title:

CARIBOU COFFEE COMPANY, INC.

By:  \_\_\_\_\_  
Name:  
Title:

CARIBOU ON PIEDMONT, INC.

By:  \_\_\_\_\_  
Name:  
Title:

CARIBOU ACQUISITION COMPANY

By:  \_\_\_\_\_  
Name:  
Title:

ARABICA FUNDING, INC.

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Minnesota)

COUNTY OF Hennepin)

SS.:

On this 4<sup>th</sup> day of August, 2004, before me personally came George Melusnie to me known, who, being duly sworn, did depose and say that he/she is a CEO of each Grantor which executed the within instrument; and that he/she signed his/her name thereto by authority of the board of directors of each Grantor.



*Judith K. Timmons*  
Notary Public



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CARIBOU HOLDING COMPANY LIMITED

By: \_\_\_\_\_  
Name:  
Title:

CARIBOU COFFEE COMPANY, INC.

By: \_\_\_\_\_  
Name:  
Title:

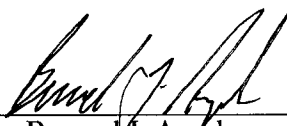
CARIBOU ON PIEDMONT, INC.

By: \_\_\_\_\_  
Name:  
Title:

CARIBOU ACQUISITION COMPANY

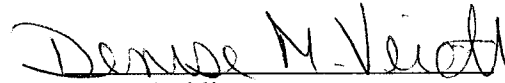
By: \_\_\_\_\_  
Name:  
Title:

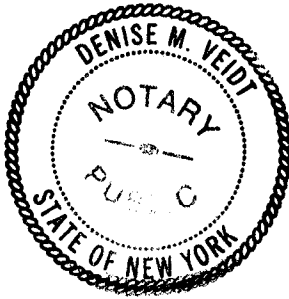
ARABICA FUNDING, INC.

By:  \_\_\_\_\_  
Name: Bernard J. Angelo  
Title: Vice President

STATE OF NEW YORK)  
:SS.:  
COUNTY OF SUFFOLK)

On this 2nd day of August, 2004, before me personally came Bernard J. Angelo, to me known, who, being duly sworn, did depose and say that he/~~she~~ is a Vice President of the Secured Party which executed the within instrument; and that he/she signed his/~~her~~ name thereto by authority of the board of directors of the Secured Party.

  
Notary Public



DENISE M. VEIDT  
Notary Public, State of New York  
No. 01VE6096171  
Qualified in Suffolk County  
Commission Expires July 28, 2004

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

**U.S. Federal Trademark Registrations**

No Grantor owns any U.S. federal trademark registrations. The following U.S. federal trademark registrations are owned by Secured Party and licensed to Company:

<b>Trademark</b>	<b>Int'l Class</b>	<b>Filing Date/ Reg. Date</b>	<b>Ser. No./ Reg. No.</b>
<b>'BOU BUCKS</b>	42	12/12/2001/ 9/17/2002	76/349,007/ 2,621,237
<b>CARAMEL HIGH RISE</b>	30	6/27/2002/ 4/1/2003	76/425,239/ 2,702,490
<b>CARIBOU COFFEE</b>	21	4/16/2001/ 4/23/2002	76/241,270/ 2,563,579
<b>CARIBOU COFFEE</b>	30, 32	4/16/2001/ 8/20/2002	76/241,266/ 2,609,319
<b>CARIBOU COFFEE</b>	35	4/16/2001/ 4/8/2003	76/241,264/ 2,703,741
<b>CARIBOU COFFEE</b>	42	12/4/1992/ 6/7/1994	74/336,835/ 1,839,091
<b>CARIBOU COFFEE &amp; Leaping Caribou Design (Top Angle)</b>	21	4/17/2001/ 2/19/2002	76/243,004/ 2,540,265
<b>CARIBOU COFFEE &amp; Leaping Caribou Design (Shaded Top Flat)</b>	30, 32	4/18/2001/ 8/20/2002	76/242,587/ 2,609,338
<b>CARIBOU COFFEE &amp; Leaping Caribou Design (Middle Flat)</b>	35	4/17/2001/ 4/8/2003	76/243,006/ 2,703,747
<b>CARIBOU COFFEE &amp; Leaping Caribou Design (Top Angle)</b>	42	7/26/1993 6/21/1994	74/417,248/ 1,841,047
<b>DEPTH CHARGE</b>	30	6/27/2002/ 4/1/2003	76/425,236/ 2,702,489

<b>Trademark</b>	<b>Int'l Class</b>	<b>Filing Date/ Reg. Date</b>	<b>Ser. No./ Reg. No.</b>
<b>Design of Leaping Caribou</b>	21	4/16/2001/ 2/5/2002	76/241,269/ 2,536,350
<b>Design of Leaping Caribou</b>	25	4/16/2001/ 3/26/2002	76/241,268/ 2,552,455
<b>Design of Leaping Caribou</b>	30, 32	4/16/2001/ 8/20/2002	76/241,271/ 2,609,320
<b>Design of Leaping Caribou</b>	35	4/16/2001/ 7/2/2002	76/241,272/ 2,588,045
<b>Hoof Design</b>	30	4/16/2001/ 2/5/2002	76/241,265/ 2,536,349
<b>HOT APPLE BLAST</b>	32	6/27/2002/ 4/1/2003	76/425,240/ 2,702,491
<b>LIFE IS SHORT. STAY AWAKE FOR IT.</b>	25	10/23/1995/ 9/10/1996	75/013,632/ 2,000,062
<b>LIFE IS SHORT. STAY AWAKE FOR IT.</b>	42	10/23/1995/ 10/15/1996	75/013,633/ 2,008,379
<b>LITE WHITE BERRY</b>	30	6/27/2002/ 4/1/2003	76/425,235/ 2,702,488
<b>MINT CONDITION</b>	30	6/27/2002/ 4/1/2003	76/425,232/ 2,702,487
<b>REINDEER BLEND</b>	30	12/12/2001/ 9/24/2002	76/348,602/ 2,624,819
<b>REINDEER NIBBLERS</b>	30	4/17/2001/ 4/6/2004	76/243,005/ 2,828,908

**Pending U.S. Federal Trademark Applications**

No Grantor owns any pending U.S. federal trademark applications. The following pending U.S. federal trademark applications are owned by Secured Party and licensed to Company:

<b>Trademark</b>	<b>Int'l Class</b>	<b>Filing Date</b>	<b>Ser. No.</b>
<b>CARIBOU CARD</b>	36	3/8/2004	78/380,483
<b>LIFE IS SHORT. STAY AWAKE FOR IT.</b>	30	5/26/2004	78/425,658
<b>PERENNIAL SPRING BLEND</b>	30	6/10/2003	76/523,398
<b>THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME</b>	30	1/12/2004	78/350,791
<b>THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME</b>	35	1/12/2004	78/350,798
<b>THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME</b>	43	1/12/2004	78/350,784